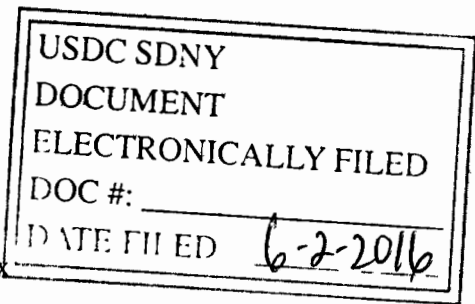


Swan, 8

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



DERRICK MARCUS,

Plaintiff,

**STIPULATION OF
SETTLEMENT**

-against-

14 Civ. 3296 (LTS)

CITY OF NEW YORK; Police Officer ERIC HERNANDEZ,
Shield No. 015957; Police Officer ROBERT REID, Shield
No. 3724; Police Officer WILBERT HERNANDEZ, Shield
No. 31811; Sergeant JAMES KELLY, Shield No. 3479;
Police Officer JOHN and JANE DOE 4 through 10,
individually and in their official capacities (the names John
and Jane Doe being fictitious, as the true names are presently
unknown),

Defendants.

WHEREAS, plaintiff commenced this action by filing a Complaint on or about
May 7, 2014, and a First Amended Complaint on or about January 8, 2016, alleging that the
Defendants violated plaintiff's federal civil rights; and

WHEREAS, Defendants City of New York, Eric Hernandez, Robert Reid,
Wilbert Hernandez and James Kelly have denied any and all liability arising out of plaintiff's
allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms
set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against all Defendants, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff Derrick Marcus the sum of Twenty Four Thousand (\$24,000) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against Defendants City of New York, Eric Hernandez, Robert Reid, Wilbert Hernandez and James Kelly; and to release the City of New York and any present or former employees and agents of the City of New York or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff shall execute and deliver to Defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of Status of Liens. Prior to tendering the requisite documents to effect this settlement, Medicare-recipient plaintiffs must obtain and submit a final demand letter from Medicare for the reimbursement of any conditional payments made by Medicare for any injury or condition that is the subject of this lawsuit. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the Defendants that they have in any manner or way violated plaintiff's rights, or the rights of any

other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

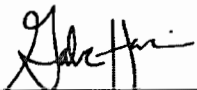
5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiff agrees to hold harmless Defendants regarding any liens or past and/or future Medicare payments, presently known or unknown, in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, Defendants and the City of New York reserve the right to issue a multiparty settlement check naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

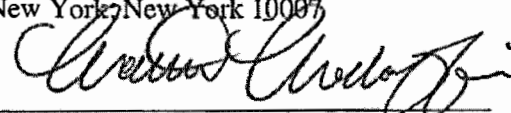
Dated: New York, New York
May 27, 2016

HARVIS & FETT LLP
Attorneys for plaintiff
305 Broadway, 14th Floor
New York, New York 10007
(212) 323-6880

By: 

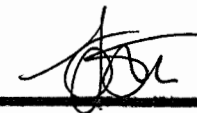
Gabriel Harvis
Attorney for Plaintiff

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
*Attorney for Defendants City of New York,
Eric Hernandez, Robert Reid, Wilbert
Hernandez and James Kelly*
100 Church Street, Rm. 3-167
New York, New York 10007

By: 

Matthew J. Modafferi
Senior Counsel

SO ORDERED:

 6/2/16

U.S.D.J. 